

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE TOWNS OF  
CARRBORO, CHAPEL HILL, AND HILLSBOROUGH REGARDING THE PROVISION  
OF SERVICES RELATED TO AND THE DISPOSITION OF SOLID WASTE AND  
RECYCLABLES IN ORANGE COUNTY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations, of Orange County, North Carolina (hereinafter referred to individually as the “Town” and jointly as “Towns”); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the provision of solid waste and recycling programs and services and disposition of solid waste and recyclables within Orange County. (County and Towns may be referred to individually as “Party” and collectively as the “Parties”).

The Parties also acknowledge that UNC Healthcare and the University of North Carolina – Chapel Hill (“UNC-CH”) are important stakeholders in the County and the Towns’ planning for current and future solid waste management. While UNC Healthcare and UNC-CH are not parties to this Agreement, the Parties acknowledge the vital role they play and further acknowledge their intention to invite participation by UNC Healthcare and UNC-CH in future planning and decision-making with respect to the issues covered by this Agreement.

The purpose of this Agreement is to foster the continued relationship of cooperation and collaboration between the County, and the Towns, which has proved successful for 45 years, to provide flexibility to meet the evolving needs of the community and to continue the model of environmental excellence and leadership exhibited by the intergovernmental partnership. This collaborative agreement is established and maintained based on cooperative trust among the Parties that is essential to the effective implementation of this Agreement and the management of high quality local solid waste and recycling services, programs, and facilities.

**WITNESSETH**

**WHEREAS**, the County, and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Inter-local Agreement (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the County operates and/or contracts for the operation of solid waste and/or recyclable materials collections services in the jurisdictions of the County and Towns; and

**WHEREAS**, the County and Towns desire to establish procedures, policies, rights, and responsibilities for (1) the collection, transport, and disposition of solid waste, construction and demolition materials, compostable materials, recyclable materials, and programs related thereto (the “Services”); (2) the Waste and Recycling Centers, Drop Off Sites, C&D Landfill and closed Landfill Sites (the “Facilities”) and (3) the programs related to the Services and Facilities (the “Programs”) .

**NOW, THEREFORE**, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

## **1. TERM AND TERMINATION**

This Agreement will become effective upon execution by each Town and the County and remain in effect until either (i) terminated by written agreement of the Parties, or (ii) two or more of the Parties withdraw. Any Party may withdraw upon giving all other Parties a 12 month written notice of its intent to withdraw. Upon the effective date of withdrawal, the withdrawing Party shall pay to the County an amount (i.e., "Termination Amount") equal to the number of billed units within the withdrawing Party's jurisdiction multiplied by the annual Solid Waste Programs Fee in effect on the effective date of withdrawal. Each Party's Termination Amount shall be calculated by the County based upon the number of billed units in each Party's jurisdiction based on the most current data maintained by the Orange County Solid Waste Department. A table indicating each Party's number of units billed the Solid Waste Programs Fee as of the effective date of this Agreement is attached as Appendix A and shall be updated by the County on an annual basis. If the County is the withdrawing Party, the County shall be responsible for the full amount of debt owed or incurred by the County's solid waste enterprise fund and a Termination Amount for each municipality that is equivalent to that municipality's Termination Amount as calculated above. The County shall directly pay each municipality this Termination Amount upon the County's effective date of withdrawal. The County will, upon request or notice of a termination of or withdrawal from this Agreement, revise Appendix A to reflect the then current data.

## **2. GOVERNANCE**

- A. The County is responsible for financing (including rate setting within the guidelines of this agreement), management and regulation of existing countywide solid waste facilities and programs as well as coordinating recycling, reuse and waste reduction services among the Towns and providing Services to unincorporated areas of the County. Because the County has a significant impact on the overall efficiency and effectiveness of solid waste management within the County, it shall seek the collaboration and assistance of the parties to this agreement including as appropriate UNC Health Care and UNC – Chapel Hill. See Appendix C illustrating the process for changes to solid waste program fees and significant changes to solid waste recycling Services, Programs, and Facilities.
- B. The Board of Orange County Commissioners approved at their June 3, 2014, meeting the creation of the Solid Waste Advisory Group (SWAG). The SWAG is a multijurisdictional task force created to articulate, investigate and propose collaborative solutions for solid waste issues confronting Orange County; the towns of Carrboro, Chapel Hill, and Hillsborough; UNC-Chapel Hill; and UNC-Healthcare.

The charge to the SWAG at the outset was to define the nature, scope, and timing of the solid waste issues to be considered, including but not limited to:

- 1. an inter-local agreement on solid waste;
- 2. reducing solid waste that is not recycled;
- 3. recycling opportunities and services;
- 4. siting a transfer station or landfill within the county;

5. supporting public education on solid waste issues;
6. construction and demolition waste;
7. assuring long-term partnership of the entities involved through an inter-local agreement on waste handling and disposal;
8. addressing equitable funding and mechanisms for establishing fees and making future joint decisions;
9. future use of closed landfill sites;
10. investigation of partnership possibilities involving neighboring jurisdictions;
11. feasibility of innovative and cost-effective, environmentally-sound methods of disposal of solid waste beyond burial;
12. potential inclusion of bio-solids in long-range disposal plans;
13. emergency storm debris planning; and
14. treatment of communities impacted by siting of any facilities either within Orange County or beyond its borders to receive shipments of our waste.

The above charge serves as a general and overarching guide for the SWAG. SWAG shall continue under the terms of this Agreement and receive recommendations from the Management Oversight Committee established pursuant to paragraph 11C.

SWAG is a public body. SWAG meetings are open to the public and provide opportunities for public comment.

The composition of SWAG is as follows:

| <b>Special Representation</b>      | <b>Number of Representatives</b> |
|------------------------------------|----------------------------------|
| Orange County Commissioner         | 2                                |
| Town of Chapel Hill Council Member | 2                                |
| Town of Carrboro Alderman          | 2                                |
| Town of Hillsborough Commissioner  | 2                                |
| UNC-Chapel Hill                    | 1                                |
| UNC Healthcare Representatives     | 1                                |

Each representative shall have one vote on any matter coming before SWAG, provided however, the representatives of UNC-Chapel Hill and UNC-Healthcare shall not vote on any recommendation to change the solid waste program fee.

- C. A Management and Oversight Committee (MOC) is hereby created to consist of the Orange County Manager, the Carrboro Town Manager, the Chapel Hill Town Manager and the Hillsborough Town Manager (or their designees). In addition, UNC-Chapel Hill and UNC Health Care will be invited to designate one (1) representative from each entity to participate as non-voting members.

1. MOC will provide a forum for County and Town Managers to discuss issues related to solid waste and recycling Services, Programs and Facilities as necessary or requested by any Manager.
2. MOC will provide input, support, review and recommendations to County Staff regarding:
  - a. issues/policies concerning solid waste and recycling Services, Programs and Facilities;
  - b. issues concerning the operation and management of the solid waste enterprise, recommend the rate structure, as well as input on budget and issuance of debt;
  - c. topics for discussion with the Solid Waste Advisory Group;
  - d. issues relating to the Inter-local Agreement for Solid Waste Management; and
  - e. other issues as may arise where staff seeks to inform or to obtain Manager input.
3. MOC may review performance measures for the Services provided pursuant to this Agreement and by majority vote shall have the authority to amend the performance measures as needed as provided in Section 6. The County and Towns staff shall track all necessary data for the performance measures established by the MOC.
4. The MOC may review and recommend to SWAG the following: fee changes along with significant changes to County-operated solid waste and recycling Services, Programs and Facilities

A significant change includes, but is not limited to, elimination of Services, Programs and Facilities or changes to Services, Programs and Facilities that would increase or decrease the Solid Waste Programs Fees or other fees as described in this agreement.

### 3. **CONSTRUCTION AND DEMOLITION ("C&D") AND MUNICIPAL SOLID WASTE ("MSW") LANDFILLS**

- A. The County's MSW landfill is now closed; however, the County continues to operate a C&D landfill. The County shall maintain financial, regulatory and environmental responsibility for operations, closure, and for post-closure maintenance/monitoring, of Orange County's C&D and MSW Landfills.
- B. The County shall, pursuant to the terms of its agreement with the University of North Carolina at Chapel Hill, monitor the operation and performance of the University Landfill Gas Recovery System.
- C. The Towns and County will, in support of the County's solid waste enterprise fund, direct C&D waste from projects where local government funding is utilized, including public or charter school construction and renovation, to the Orange County C&D Landfill in compliance with the Regulated Recyclable Materials Ordinance (RRMO). The County and Towns will encourage UNC and UNC Healthcare to require that their non-recyclable C&D

waste materials generated within the jurisdictions of the interlocal agreement be delivered to the Orange County C&D Landfill for disposal.

**4. JURISDICTIONAL RESPONSIBILITY FOR MUNICIPAL SOLID WASTE ("MSW")  
COLLECTION AND DISPOSAL FACILITIES**

- A. The Towns and County will each maintain authority and responsibility, operational, financial and environmental, for MSW collected and transferred within their respective jurisdictions.
- B. Should the County or a Town (or Towns) plan, site and develop alternative solid waste disposal facility options the Agreement may be amended as necessary to clarify access, ownership and operation.
- C. The Towns and the County will, in support of the solid waste enterprise fund and subject to modification, deliver white goods/appliances, mattresses, vegetative (yard) wastes, C&D waste, clean wood, cardboard, electronics, scrap tires, and scrap metal collected by the County or one of the Towns to designated Orange County facilities.
- D. The County shall provide for the specific recycling and/or, where legally permissible and available, the reuse of materials such as:
  - 1. White Goods/Appliances;
  - 2. Scrap tires;
  - 3. Scrap metal;
  - 4. Clean wood waste;
  - 5. Vegetative (yard) waste;
  - 6. Electronics;
  - 7. Mattresses;
  - 8. Household Hazardous Waste;
  - 9. Motor oil;
  - 10. Oil filters;
  - 11. Oyster shells;
  - 12. Antifreeze; and
  - 13. Other materials as markets and program funding become available.
- E. The County will endeavor to maximize a schedule of operation and services available (subject to material markets and budgetary considerations and constraints) at Waste and Recycling Centers consistent with current District/Neighborhood concept or other Waste and Recycling Center concepts. Current District Center (Walnut Grove Church Road and Eubanks Road Convenience Centers) services provide for the disposal and management of recyclable materials of:
  - 1. Residential municipal waste;
  - 2. Household hazardous waste;
  - 3. Cardboard;

4. Waste oil, filters, and anti-freeze;
  5. Yard waste;
  6. Scrap tires;
  7. Clean wood waste;
  8. Scrap metal and white goods;
  9. Cooking oil and residential food waste;
  10. Recyclable materials (bottles, cans, mixed paper);
  11. Rigid plastics (restricted to marketable resin type);
  12. Textiles/shoes;
  13. Salvage shed;
  14. Electronics;
  15. Batteries (wet & dry cell);
  16. Mattresses; and
  17. Plastic bags and packaging film.
- F. Storm Debris Management. County shall manage construction debris created by or from severe storms at its Construction & Demolition Landfill. County shall provide debris management sites for delivery of severe storm debris. Emergency storm debris collection and monitoring are the responsibility of each jurisdiction unless otherwise noted in a separate agreement.

## **5. RECYCLABLE MATERIALS**

- A. Recycling programs and services that are provided at the time of execution of this Agreement are described in Appendix B and are anticipated to be continued for the foreseeable future. Periodic expansions, modifications, improvements or adjustments to programs/services may be made by the Parties (subject to material markets and budgetary considerations).
- B. Any consideration of eliminating or making any substantial change to a Program, Facility or Service shall first be discussed by the Management and Oversight Committee (MOC) as defined in Section 11.C so that all Parties may provide input to the decision and then presented to SWAG for consideration.
- C. It is the County's objective to offer equivalent Services, Programs and Facilities within the Towns. The portion of Chapel Hill located within Durham County shall receive those Services which other parts of the Town of Chapel Hill receive. This provision does not prohibit the County from entering into a separate agreement for additional services not contemplated by this Agreement with an individual Town.
- D. The County, to the extent reasonable, shall ensure that recycling Programs, Services and Facilities provided by the County are of high quality and reliable with regard to: adherence to route schedules; prevention of overflow of drop-off site receptacles; resolution of complaints; safety; and making progress toward waste reduction objectives. If requested by any Town, the County will endeavor to coordinate urban curbside recycling collection routing with municipal waste collection routing within that Town's jurisdiction, to the extent possible, consistent with collection efficiency, budgetary constraints and available resources (i.e., roll-carts, compacting collection vehicles). The County will endeavor to maintain maximum

efficiency in recycling and waste reduction programs consistent with generally accepted industry best management practices and budgetary constraints.

- E. The Towns will notify the MOC, in writing, 60 days prior to beginning any new initiative that impacts County Programs, Facilities and/or Services.
- F. The County shall make reasonable attempts to establish and maintain a 24-Hour Recycling Drop-off Center in each Town. 24-Hour Recycling Drop-off Centers existing as of the effective date of this Agreement will remain in service, subject to County budgetary considerations, recyclable material drop-off requirements of the Parties, site availability, space limitations and materials markets availability. The four current drop-off sites are: Cedar Falls Park, Hampton Pointe, University Place (formerly University Mall), and Meadowmont. Reasonable attempts shall be made to establish a site within the boundaries of Carrboro, subject to budgetary considerations, site availability and space limitations.
- G. Subject to state and federal law and subject to budgetary considerations and constraints, the Parties expect that recycling services offered at the time of the execution of this Agreement shall continue and be subject to appropriate performance measures and analysis.

## **6. ORDINANCE ENFORCEMENT**

The Towns will authorize enforcement of the County's Regulated Recyclable Material Ordinance ("RRMO") within each Town's municipal limits. Each Town may assist in the enforcement of County's RRMO within each Town's jurisdiction using their staff in coordination with County staff. The Towns shall monitor waste collected by Town staff (or their designated collection contractors) for banned materials in order to prevent the delivery of banned materials for disposal. The County shall provide solid waste plan advice, review, and approvals in concert with development applications to the Towns. The County may assist the Towns' staff in enforcement of the RRMO and landfill bans on privately collected waste containers. The Town of Chapel Hill shall, by whatever means are legally required; authorize the County to provide the Services within that part of the Town situated in Durham County.

## **7. SOLID WASTE MANAGEMENT - PLANNING AND REPORTING**

The County, in cooperation with the Towns, is responsible for the development and timely submission of required annual reporting and solid waste management planning to the North Carolina Department of Environmental Quality. The Towns and the County shall cooperate with one another in responding to requests for information, data, and records, in a reasonable and timely manner. The County, in collaboration with the Towns, will consider investigating increased diversion of organic wastes, especially non-residential generated food wastes, and the expansion of commercial/non-residential recycling programs and services and related ordinances and policies to advance waste reduction and recycling.

The County, in cooperation with Towns, shall develop recycling performance and tracking measures for various programs of interest. The Solid Waste Advisory Group ("SWAG") has established the initial performance measures and the MOC as defined in Paragraph 11C will

have the authority to revise measures as deemed necessary by the MOC. Collected data will be maintained in a secure manner, consistent with any applicable confidentiality and/or privacy obligations and the public records laws of North Carolina. The results of any expansion or performance tracking programs developed by the County or developed by the Towns with regard to their respective solid waste programs pursuant to this section will be reported to the other Towns and County.

## **8. FINANCIAL**

- A. The County shall maintain a county-wide, Solid Waste Programs Fee ("Fee") to be used for the purpose of providing the Programs, Services and Facilities within the jurisdictions of the Towns and County annually through the County's budgetary process. Through such process the County shall establish the Fee based on County's good faith estimate of the expenditures and revenues of providing Programs, Services and Facilities as projected in the County annual budget to include both incorporated jurisdictions and the unincorporated area of Orange County. The County is authorized to collect and administer the Fee within the incorporated and unincorporated area of Orange County. This authorization is to include the portion of Chapel Hill located within Durham County.
  - 1. The County will provide a projected Fee rate to the Towns by February 20 of each year unless a multi-year fee rate is authorized.
  - 2. Unless otherwise authorized, the Fee shall become effective on July 1 of a given year.
- B. The County shall annually notify Towns of a projected Fee increase no later than February 20. Subject to the terms and any exceptions in this Agreement, the County shall be responsible for establishing said Fee. The County shall establish said Fee through an analysis of projected costs related to the delivery of Programs, Services and solid waste Facilities, including maintaining adequate enterprise fund reserves. The Fee imposed pursuant to the terms of this Agreement shall be uniform for each billed unit throughout the jurisdiction.
- C. The County shall annually notify Towns of projected tipping fees for the C&D Landfill (Eubanks Road gate fees for deliveries such as vegetative (yard) waste, construction & demolition, clean wood, and other tipping fees as may be established) no later than February 20. Subject to the terms and any exceptions provided in this section, the County shall be solely responsible for establishing said tipping fees. The County shall establish said tipping fees through an assessment of projected costs related to the cost of providing service, taking into account competitor pricing.
  - 1. Tipping fees imposed pursuant to the terms of this Agreement shall be uniform for each Town and shall be in an amount sufficient to fully cover the costs of providing the Services contemplated by this Agreement.
  - 2. Tipping fees, unless otherwise provided, shall become effective on July 1 of each year.

- D. Except as provided below, the County may not increase the Solid Waste Programs Fee unless recommended by a majority of the MOC created under section 11C of this Agreement.
- E. In the event a majority of the MOC fails to recommend a fee increase under paragraph 7D for any service where such increase is necessary to fully pay for the provision of the Programs, Services and Facilities contemplated by the terms of this Agreement or where such increase is necessary for County to meet its contractual obligations with any contractor engaged in providing any of the Programs, Services or Facilities contemplated by this Agreement, County may, at its option, terminate this Agreement as it applies to any Town that fails to authorize said Fee increase.
1. Any termination by County pursuant to this Paragraph 7E shall be without cost or penalty to County and shall not constitute a breach of this Agreement.
  2. In the event County terminates this Agreement pursuant to the terms of this Paragraph 7E, the Town or Towns with which the Agreement is terminated shall be responsible for the Termination Amount as described in Paragraph 1A.
  3. Any termination pursuant to this Paragraph 7E shall be effective on June 30 of the fiscal year in which a Town or Towns fail to approve the aforementioned Fee increase for the next fiscal year.
- F. Recycling revenue is derived from constantly fluctuating markets and vendor prices and the County maintains authorization and flexibility to market recyclable materials according to operational and market variables that are in the interest of the County in its role under this Agreement.

## **9. INDEMNIFICATION**

To the extent authorized by North Carolina law the County and the Towns, each agree to indemnify and hold harmless one another, their agents, officials, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from any acts of County, each Town, their agents, officials, employees, guests or invitees caused by or directly related to the performance of this Agreement, including but not limited to court costs and attorney's fees incurred by the County or the Towns, in connection with the defense of said matters.

## **10. DISPUTE RESOLUTION**

The Parties shall endeavor to resolve any disputes arising from or related to this Agreement amicably through a meeting of the County and Town managers and, when requested by the managers, the County Chair and Town Mayors. Should such attempts at amicable resolution fail to resolve the dispute the County and Town managers shall mutually agree on the selection of a certified mediator to conduct a mediation of the dispute. Should the managers be unable to agree on a mediator the County may select a mediator. Should mediation fail to resolve any disputes then such disputes shall be resolved in accordance with North Carolina's Revised Uniform Arbitration Act, N.C. Gen Stat. 1-569.1 *et seq.* should mediation and/ or arbitration fail to resolve any dispute, disputes shall be resolved in the General Court of Justice sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have venue or jurisdiction with respect to any suits or actions to

enforce or interpret or seek damages with respect to any provision of or performance or non-performance of, this Agreement.

**11. AMENDMENTS**

This Agreement may be amended upon written approval executed by authorized individuals of all parties to this Agreement.

**12. EDUCATION AND OUTREACH**

County shall be responsible for the preparation, distribution, expense, and coordination of education and outreach services related to waste management, recycling, and reduction services and programs under its administration, including advertising of holiday schedules. A multi-media approach will be utilized.

To facilitate unified messaging regarding solid waste and recycling services, a communication plan shall be developed for review by the MOC. The intent of the communication plan is to provide a framework for the development of consistent and unified communication among the parties regarding solid waste and recycling. The communication plan is intended to be an overarching planning document from which specific projects and activities can be developed. The plan shall be updated by staff as requested by the MOC.

**13. NOTICE**

Any notice required by or pursuant to this Agreement, or any amendment or renewal, shall be in writing and delivered by United States Mail to the following:

**To Carrboro:**

Town of Carrboro  
Town Manager  
301 West Main Street  
Carrboro, NC 27510  
cc: Director of Public Works

**To Hillsborough:**

Town of Hillsborough  
Town Manager  
101 East Orange Street  
Hillsborough, NC 27278  
cc: Director of Public Works

**To Orange County:**

Orange County  
County Manager  
200 S. Cameron Street  
Hillsborough, NC 27278  
cc: Director of Solid Waste

**To Chapel Hill:**

Town of Chapel Hill  
Town Manager  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514  
cc: Director of Public Works

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties hereto and is effective the date first above recorded.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Parties, by and through their authorized agents, have hereunder set their hands and seal as of the day and year first above written.

\_\_\_\_\_  
Mayor, Town of Chapel Hill

\_\_\_\_\_  
Chair, Orange County

ATTEST:

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Mayor, Town of Carrboro

\_\_\_\_\_  
Mayor, Town of Hillsborough

ATTEST:

ATTEST

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Carrboro Finance Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Chapel Hill Finance Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Hillsborough Finance Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Orange County Finance Director

## APPENDIX A

### Solid Waste Programs Fee Billed Units Per Jurisdiction

| Fiscal Year | Jurisdiction                 | Billed Units  | Percentage  |
|-------------|------------------------------|---------------|-------------|
| 2017-18     | UNINCORPORATED ORANGE COUNTY | 24,591        | 39%         |
| 2017-18     | TOWN OF HILLSBOROUGH         | 3,904         | 6%          |
| 2017-18     | TOWN OF CARRBORO             | 10,071        | 16%         |
| 2017-18     | TOWN OF CHAPEL HILL          | 24,510        | 39%         |
| 2017-18     | <b>OVERALL</b>               | <b>63,076</b> | <b>100%</b> |

## APPENDIX B

### Services at Time of Interlocal Agreement Adoption

As of the date of the original adoption of this agreement, the Services provided to the Towns by the County include:

**Weekly residential curbside collection** (single stream) – co-mingled collection currently provided by contract to the County with 95 gallon roll carts; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

**Multi-family collection** (single stream) – co-mingled collection available to all multi-family facilities throughout the county at necessary collection frequency; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

**Food Waste collection** – available to a limited number of restaurant, food preparation, supermarket, and other approved commercial locations (pre and post-consumer) who meet a County-established minimum monthly quantity generated threshold and can adhere to quality requirements and accessibility

**Bar/Restaurant and other commercial location collection** (single stream) – objective of providing services to all establishments in the county subject to available funding

**Downtown Cardboard Collection** (Chapel Hill only) – fee based on negotiated rate directly with Chapel Hill and typically available to other Towns upon request

**Downtown Pedestrian Bins** – fee based on negotiated rate directly with Chapel Hill, Carrboro and Hillsborough and other locations in all three Towns for a fee upon request; subject to coordination and approval by County of receptacle used and level of contamination of materials

**Park & Ride Lot Collection** (currently 4 locations in Chapel Hill and 2 in Carrboro) - fee based on negotiated rate directly with Chapel Hill and Carrboro and may be available to Hillsborough upon request; subject to coordination with County of receptacle used and level of contamination of materials

**Municipal Park Collection** - fee based on negotiated rate directly with Chapel Hill and Hillsborough and may be available to other Towns upon request; subject to coordination with County of receptacle used and level of contamination of materials

**Government building collection for all local governments and OWASA** – recycling service available to all local government buildings and OWASA; other government buildings at County discretion and available resources

**Public Housing** - (multi-family style service or single family, as appropriate to housing type) – public housing will be serviced in the same manner as other residences, whether multi-family or single family type service; County to provide periodic communication as needed with Department of Public Housing regarding outreach and education of residents, management and other changes to services

**Public Schools collection** -- fee based, contracted service negotiated directly with the individual school system

Hours of Operation – County will establish hours of operation for County Services/Facilities; County will consult with Towns when changes in hours of operation are being considered, except in extenuating and temporary situations such as storm events; County will post on its website any event that impacts regular facility hours of operation

- County shall post service and facility holiday schedule and make a good faith effort to coordinate service schedules to the extent practicable.

**Recycling (unstaffed) Drop-off Centers** – recycling drop-off centers within the Towns will be serviced by County on an as needed basis; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

- Towns will cooperate with County to site or maintain current locations as necessary.
- County will, with the relevant Town cooperation, maintain the sites with regard to screening, signage, litter collection and illegal dumping (includes any existing agreement for site maintenance)

**Staffed Waste and Recycling Centers** – centers are serviced by County on an as needed basis; materials include at various sites: household waste, plastic film, batteries, oil, oil filters, antifreeze, electronics, hazardous waste, clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays, food waste.

**Hazardous Household Waste** drop off for residents

**Electronics recycling**

## Appendix C

### ILA Process

